Remarks

Status of the Claims

As acknowledged by the Examiner, on January 15th, 2008 Applicant elected Claim Set I (claims 1-28 and 31-43). On January 6, 2009, the Examiner presented a restriction requirement on that claim set, which Applicant traversed in a response dated February 2, 2009. The Examiner "found the argument to the restriction requirement quite persuasive" and thereby withdrew the restriction requirement, and further withdrew the rejection of claims 1-28 under U.S.C. §101. Office Action, at page 2.

Therefore, claims 1-28 and 31-43 are pending in the application. All pending claims stand rejected under 35 USC §103 as being unpatentable over U.S. Patent No. 6,023,682 issued to Checchio ("Checchio") in view of U.S. Publication No. 2002/0123973 filed by Eccles ("Eccles").

By this paper, independent claims 1, 3, 5, 31, 40, 41, 42 have been amended. These amendments are made with the intent of clarifying the claims as requested by the examiner, and not in order to satisfy any requirement of patentability. Claims 3 and 5 are also amended to correct a minor plurality error ("tokens are" to "token is"). No new matter has been added. Reconsideration of all pending claims herein is respectfully requested.

Interview

Applicant expresses sincere thanks for the courtesy of the in-person interview with Examiner Oyebisi on June 24, 2009, which included a discussion of how the claim limitations are distinguishable over the Eccles and Checchio references. In particular,

the interview focused on clarifying that both Eccles and Checchio fail to teach the dual-channel authorization request system recited in the previously amended claims.

The Examiner recommended further amending the claims to emphasize the role of the buyer (account holder) in the creation of transaction authorization tokens. Independent claims 1, 3, 5, 31, 40, 41, 42 have thus been amended according to the Examiner's recommendation.

<u>Claim Rejections – 35 USC §103</u>

As mentioned, claims 1-28 and 31-43 were rejected for obviousness under 35 U.S.C. 103(a) relative to Checchio in view of Eccles. In the prior amendment and response dated October 2, 2008, Applicant argued that the claimed limitations are not taught by Checchio, one reason being that the claims recite a dual-channel authorization request system (DCARS) whereas Checchio teaches a single-channel authorization request system (SCARS). The Examiner accepted that argument, stating that "Checchio does not explicitly disclose wherein the vendor contacts the computing device of the authorizing institution through a communication channel that is distinct from the communication channel by which the plurality of tokens are recorded in the electronic token log."

Therefore, the rejection rests on Eccles as allegedly teaching the claimed a dual-channel authorization request system; however, this is not the case. While Eccles may teach a two-part token that is passed in either one or two parts through a single channel, the claimed limitation recites that "the financial institution authorizes specific transactions <u>*through a communication channel that is distinct from a communication*</u>

channel by which the tokens are associated with conditions in the electronic token log." *See e.g.* claim 1.

Referring to Fig 1, Eccles teaches a buyer 102 requesting a token from a bank 108, which bank is responsible for providing the token. Column 3 lines 13-16 teach that after a buyer has information about a desired purchase, the buyer "requests (arrow 3) a payment token from its bank 108. The bank responds by generating a payment token which is returned (arrow 4) to the buyer." Therefore, the *buyer's bank* generates the token, which is similar to Checchio's teaching of a credit card company providing a personal identification code (PIC), but different from an account holder creating a token as recited in the amended claims.

Continuing with Fig 1, Eccles teaches that the buyer passes (arrow 5) the payment token to the trusted third party 106, who passes (arrow 6) the first part of the token to the seller 104 at the time of the transaction. Continuing with Fig 2, Eccles teaches that the trusted third party 106 passes the second part of the payment token to the seller after the goods have been shipped. The seller passes (arrow 14) the token to the seller's bank 110 (in either one or two parts), and the seller's bank presents the full token back to the buyer's bank 108 in order to receive payment.

Eccles does not describe the channels through which the above described exchange occurs. Instead, Eccles teaches the transfer of the token through a *single channel* originating at the *buyer's bank* and ending at the *buyer's bank*, as represented by the one-directional arrows 4, 5, 6, 13, 14, and 15. By contrast, the claim limitations explicitly recite a system wherein the token transverses _two distinct channels_ from the buyer to the financial institution, as reviewed in the prior amendment and response.

Therefore, Eccles does not overcome the deficiency of Checchio, which also teaches a single channel system.

The Examiner suggested amending the independent claims to clarify that it is the account holder (i.e. buyer) who is responsible for the creation the tokens, which is supported for example in paragraphs [0007] [0038] of the disclosure. Independent claims 1, 3, 5, 31, 40, 41, 42 have been amended in that regard. All other claims are dependent upon one of the foregoing claims.

In summary, because neither Eccles nor Checchio disclose the distinct communication paths recited in the amended claims, they do not anticipate nor render obvious claims 1-28 and 31-43. A Notice of Allowance is respectfully requested.

Respectfully submitted,

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